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May 18, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A TRAINING AND CONSULTING AGREEMENT  
FOR MARTIN LUTHER KING, JR./DREW MEDICAL CENTER  
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to execute an Agreement with SterilTek Inc., substantially similar to Exhibit I, to provide Central Sterile Manager training and consulting services for Martin Luther King, Jr./Drew Medical Center, effective July 1, 2006 through October 31, 2006, with six, one-month optional renewal periods, ending no later than April 30, 2007, with a total maximum obligation of \$271,660.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of this action will allow Martin Luther King, Jr./Drew Medical Center (King/Drew) to address some of the safety and performance issues identified by the Centers for Medicare and Medicaid Services' (CMS) survey of October 22, 2004, and provide for immediate operations assistance, monitoring, and corrective actions oversight.

The Department of Health Services (DHS or Department) is currently recruiting for a permanent Central Sterile Manager (CS Manager) to ensure ongoing compliance with CMS and JCAHO standards. In the interim, the requested services will assure King/Drew's ability to correct deficiencies in preparation for the next CMS survey. Following a successful CMS survey, the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) will survey King/Drew to determine the Medical Center's accreditation status. Approval of the recommended action will enhance King/Drew's ability to meet the required CMS and JCAHO standards.

FISCAL IMPACT/FINANCING:

The maximum obligation is \$271,660 for the period effective July 1, 2006 through April 30, 2007. Funding was requested in the Department's Fiscal Year 2006-07 Final Changes request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The CS Manager services are critical to ensuring the sterilization of medical instruments used for surgery. King/Drew's employee, who was responsible for these procedures, retired in early 2005. The attempt to identify a qualified candidate has not been successful to date.

King/Drew's hospital administration determined that SterilTek Inc., a subsidiary of Steris, was a reputable consulting firm which could help King/Drew attain the goals of delivering clean, sterile and on-time instrument sets to the Operating Room as required by CMS and JCAHO standards. SterilTek Inc. was hired through an emergency Purchase Order to identify and correct sterilization deficiencies and train a County CS Manager once a recruited candidate was hired. The attempt to identify a qualified candidate has not been successful to date.

Other CMS surveyed surgical sterilization deficiencies are being corrected through the use of SterilTek Inc. with the intention that these efforts will also aid King/Drew in the process of obtaining JCAHO accreditation. The Department is actively recruiting a CS Manager and once deficiencies are corrected and County staff has been hired and fully trained, services of SterilTek Inc. will not be necessary.

In a previous action, on May 9, 2006, your Board approved the Department's request to authorize the County Purchasing Agent to exceed its statutory expenditure limitation and issue a new Purchase Order, retroactive to May 5, 2006 through June 30, 2006, in the amount of \$54,000.

The Agreement includes all of the latest Board-mandated provisions. Since this contract involves services for which there is a budgeted County position, per standard practice, DHS Human Resources, Employee Relations has been informed.

Attachment A provides additional information.

Attachment B identifies the negotiated Agreement terms requested by SterilTek Inc. and approved by County Counsel and the Chief Administrative Office Risk Management, as appropriate.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS:

A Purchase Order Agreement with SterilTek Inc. is being converted to a short-term Agreement due to King/Drew's critical need to correct deficiencies as identified by the CMS survey in the area of sterilization services. King/Drew's administration determined that SterilTek Inc. is a leader in providing surgical sterilization training, process improvement, reprocessing consolidation and workflow management services that assist hospitals in meeting CMS and JCAHO survey requirements and obtained an emergency Purchase Order. DHS is providing your Board with additional details supporting this sole source request separately.

The Honorable Board of Supervisors  
May 18, 2006  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will ensure assure King/Drew's ability to correct deficiencies in preparation for the next CMS and JCAHO surveys.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:sd  
BLsteriltek\_051806.wpd

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT**

1. **TYPE OF SERVICE:**

Sterilization training and consulting services.

2. **AGENCY ADDRESS AND CONTACT PERSON**

John Fowler, Vice President  
SterilTek, Inc.  
2424 W. 23<sup>rd</sup> Street  
Erie, PA 16506-2921  
Phone: (814) 835-2565

3. **TERM:**

Date of Board approval through April 30, 2007.

4. **FINANCING INFORMATION:**

The maximum obligation is \$271,660 for the period effective July 1, 2006 through April 30, 2007.  
Funding was requested in the Department's Fiscal Year 2006-07 Final Changes request.

5. **ACCOUNTABILITY FOR MONITORING:**

King/Drew Administration.

6. **APPROVALS:**

King/Drew:	Antionette Smith-Epps, CEO
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Sharon A. Reichman, Principal

Approved By:	Negotiated Agreement Terms That Depart from County's Required Language
County Counsel	<p>TERM AND TERMINATION:</p> <p>SterilTek Inc. requested to revise the termination for breach language as follows and wherever referenced throughout the Agreement:</p> <ol style="list-style-type: none"> <li>1. Replace "County" with "Either party;"</li> <li>2. Replace immediate termination language with "upon fourteen (14) days prior written notice;"</li> <li>3. Replace language "...or any directions by or on behalf of County issued pursuant hereto". with "and such breach is not cured within said fourteen (14) day period;" and</li> <li>4. Replace "...County may, at its sole discretion, immediately terminate this Agreement." with "County may terminate this Agreement."</li> </ol>
County Counsel	<p>TRAINING AND CONSULTING PERSONNEL'S PROFESSIONAL QUALIFICATIONS: License Registrations and Certificates</p> <p>SterilTek Inc. requested to add the phrase "if applicable" after certification requirements, wherever referenced throughout the Agreement, as there are no mandatory State or Federal certification requirements for central sterile management services at this time.</p>
County Counsel	<p>TRAINING AND CONSULTING PERSONNEL'S PROFESSIONAL QUALIFICATIONS: Cardio-Pulmonary Resuscitation Certification</p> <p>SterilTek requested to delete the subject provision, wherever referenced throughout the Agreement as these services are not required if no direct patient access:</p> <p>"All Contractor personnel providing services on behalf of Contractor hereunder must have current certification in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, the American Safety and Health Institute, the Department of Parks and Recreation, the Emergency Care and Safety Institute, or other County-approved program and must carry their current, original (not a copy) CPR card at all times.</p> <p>Contractor shall maintain in its files a copy of a current CPR card for each person providing services under this Agreement."</p>
County Counsel	<p>PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES:</p> <p>SterilTek Inc. requested to:</p> <ol style="list-style-type: none"> <li>1. Replace the paragraph title above with "PROHIBITION AGAINST THE RECRUITMENT OF EMPLOYEES."</li> <li>2. Replace "County" with "Either party" language.</li> </ol>

Approved By:	Negotiated Agreement Terms That Depart from County's Required Language
Risk Management	<p><b>GENERAL INSURANCE REQUIREMENTS:</b> Evidence of Insurance</p> <p>SterilTek Inc. requested to delete the following language:</p> <p>"Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California."</p>
Risk Management	<p><b>INSURANCE COVERAGE REQUIREMENTS:</b> General Liability</p> <p>SterilTek requested to delete the subject provision:</p> <p>"Insurance covering liability from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement."</p> <p>Risk Management approved the requested deletion and increased "Products/Completed Operations Aggregate" insurance limits from \$1 million to \$2 million, and added the following language: "Such general liability insurance shall not include any professional liability exclusionary provisions or endorsements. Alternatively, professional liability coverage may be provided through purchase of a separate policy."</p>
County Counsel	<p><b>RECORD RETENTION AND INSPECTION AUDIT SETTLEMENT:</b></p> <p>SterilTek Inc. requested reasonable travel rates for County audit related expenses. County Counsel approved the following changes in language:</p> <p>"...Contractor shall pay the Board of Supervisors approved County rates for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. Contractor shall pay the rates approved by the Board of Supervisors in effect at the time of any required travel."</p>
County Counsel	<p><b>ADDITIONAL PROVISIONS - TERMINATION FOR INSOLVENCY AND DEFAULT:</b> Termination for Default</p> <p>SterilTek requested to align the standard language for Termination for Default with the Termination for Breach as noted in the revised language in the TERM AND TERMINATION paragraph of the Agreement.</p>

Approved By:	Negotiated Agreement Terms That Depart from County's Required Language
County Counsel	<p>ADDITIONAL PROVISIONS - INTERPRETATION:</p> <p>SterilTek requested to delete the subject provision:</p> <p>"If there is any uncertainty, ambiguity, or discrepancy as to any portion of this Agreement, or if there is any misunderstanding as to the interpretation or applicability of any provision hereunder, Director shall be consulted and his decision shall be final."</p>

EXHIBIT I

Contract No. \_\_\_\_\_

TRAINING AND CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and STERILTEK, INC. (hereafter  
"Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, Comprehensive Health Centers and Health Centers hereafter County Facility; and

WHEREAS, County Facility as used herein refers to County Facility's Administration or authorized designee(s), Medical Facility's Administration or designee(s), or County's Facility Staff; and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for the needs of the sick or injured patients to be served; and



WHEREAS, the Department of Health Services has determined that existing staff of County Facilities do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder either are of a specialized, professional and as-needed, intermittent nature; and

WHEREAS, other County Departments may also have a need for the services specified herein and may request Contractor's services under this Agreement, as long as the service sites are initially included herein or added by County's Director of Health Services during the term of this Agreement; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing training and consulting services to County Facilities, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

WHEREAS, pursuant to section 31000 of the California

Government Code and Los Angeles County Code Chapter 2.121, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2006, and shall continue in full force and effect to and including October 31, 2006, with six (6), one (1) month optional renewal periods, ending on April 30, 2007. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other.

Either party may terminate this Agreement upon fourteen (14) days prior written notice if the other party, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement and such breach is not cured within said fourteen (14) day period.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to

the life of health of County patients.

Either party's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, training and consulting services as described in Exhibit A, Description of Services, Central Sterile Manager, attached hereto and incorporated herein by reference.

3. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit B, attached hereto and incorporated herein by reference.

4. TERM OF TRAINING AND CONSULTING ASSIGNMENTS: For those personnel required by County in a training and consulting capacity, Contractor's personnel may be scheduled to work full-time [forty (40) hours per week] for a specific County Facility. In no event shall the length of the work assignment extend beyond one (1) year from the date of the personnel's assignment to the County Facility.

Contractor shall be responsible for notifying County Facility in writing at least thirty (30) days prior to the expiration of the one (1) year assignment period specified herein and for assuring that such personnel are not assigned to work at County Facility beyond this one (1) year assignment period.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

6. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of the training and consulting services to medical personnel described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, and/or County Facility requesting these services with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel: Contractor shall not utilize any current County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-

employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement, unless such former County-employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions.

Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

C. Recruitment:

(1) Contractor shall screen all personnel prior to referring such personnel to County to assure that such personnel meet the professional qualifications described in this Agreement.

(2) Contractor shall verify, prior to referring its personnel to County, that all such persons have a current California license or certificate, and any other licenses and/or certifications required by law. Documentation that Contractor has verified the current

status of, or a photocopy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within fourteen (14) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time. If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(3) Contractor shall provide County Facility, forty-eight (48) hours upon first referring its personnel for services hereunder, with a copy of all current licenses,

credentials, and/or certifications, as appropriate, for each such person.

(4) If Contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within fourteen (14) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(5) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

D. Annual Staff Development: Contractor personnel providing services hereunder shall have attended annual staff development in the following areas: (1) blood borne pathogens precautions, infection control; (2) patient safety (fire, electrical, disaster); (3) employee right-to-know; (4) toxic substances; (5) patients' rights; and (6) child/elder abuse. Documentation that Contractor's employees have attended such staff development program(s) shall be retained by Contractor and shall be made available to County Facility upon request for purposes of inspection and audit.

Contractor personnel not having completed any of the above staff development programs may attend such programs at County Facility, if such programs are offered by County Facility. In such event, the time Contractor's personnel spend attending such required staff development programs



shall not be billed to County by Contractor.

E. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

F. Physical Examination: Contractor shall ensure that each person who performs patient care services under this Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and section 70723,

Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

G. County Facility Orientation: In-house orientation of all Contractor-referred personnel may be required by any County Facility. Orientation time at any given County Facility [up to a maximum of eight(8) hours] shall be at Contractor's expense and shall not be billed to County.

H. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's personnel assigned to County Facilities hereunder shall be required to read and sign a statement that he/she has read the DHS Risk Management Information Handbook regarding DHS malpractice policies and medical protocols prior to providing services under this Agreement.

I. Risk Management Program/Loss Prevention Plan: Contractor shall provide Director with a copy of its risk management and/or loss prevention plan. If Contractor does not have a risk management and/or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both Contractor's Risk Manager and County's Risk Manager are promptly notified of any potential risk exposure arising from the acts or omissions of Contractor's personnel performing services hereunder.

J. Background and Security Investigations: All Contractor personnel performing services under this

Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

7. TRAINING AND CONSULTING PERSONNEL'S PROFESSIONAL

QUALIFICATIONS:

A. Licenses, Registrations and Certificates:

Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration or certificate, if applicable and, as appropriate, and must carry their current, original State license, registration or certificate (not a copy) at all times.

Each County Facility shall verify the current status of all licenses and/or certificates of all personnel referred by Contractor.

County Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event County inadvertently utilizes a person who lacks the appropriate licenses, registrations and/or certificates, County shall not pay for any time worked by that individual.

B. JCAHO Standards: Contractor-referred personnel shall meet all JCAHO requirements established for each discipline with respect to licensure, certification, registration, continuing education and in-service education.

8. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that the County Facilities cannot restrict access by Contractor-referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

9. PROHIBITION AGAINST THE RECRUITMENT OF EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, neither party nor their employees, officers, agents, and independent contractors shall recruit, attempt to recruit, or

cause to be recruited, any employee of the other party, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted recruitment by either party, its employees, officers, agents, independent Contractors shall constitute a material breach of this Agreement, and this Agreement shall be subject to termination in accordance with Paragraph 1, TERM and TERMINATION.

10. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when initially requested to do so by County Facility. At the time of such request, County Facility shall notify Contractor whether such individual is required on a "per diem" basis or a "weekly basis" as those terms are defined in Exhibit B of this Agreement. County Facility shall not be permitted to request Contractor to modify the status of requested personnel after their initial assignment.

B. While at a County Facility, Contractor's personnel shall report to the County Facility's Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such

evaluation shall be maintained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services or such person does not meet the productivity requirements and performance standards of County Facility.

In such cases, Contractor shall bill County for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. County Facility may refuse any individual whom it has previously requested to be removed from the provision of services.

F. Contractor's management shall be available by phone and to meet with County Facility Staff within a reasonable time after notification by such County Facility.

G. Contractor's personnel who agree to perform services hereunder understand that while case requirements may be more difficult, a workload shall not be in excess of a workload of a County employee.

H. For Contractor personnel assigned to a County

Facility, such personnel shall sign in and out on daily time sheets, consistent with the policy of the County Facility. A copy of the daily time sheets shall be sent (or faxed) to Contractor weekly.

I. County Facility may require Contractor's personnel to use County Facility issued pagers during their employment period or shift. The pagers will be provided by County Facility and Contractor's employee(s) will be required to sign for receipt of such pagers at the beginning of assignment and be required to return the pagers to County Facility at the end of their work period, shift or termination, as determined by County Facility. County Facility shall establish the procedures for issuing and maintaining records of the pagers. Contractor shall be accountable for pagers while they are assigned to Contractor's personnel and Contractor shall be responsible for the replacement cost for lost or stolen or damaged pagers at the fair market value as determined in the sole discretion of County's Internal Services Department at the time of incident. Such value shall be deducted from Contractor's next scheduled billing period from the time of incident. The fair market value shall not be less than Sixty Dollars (\$60) and shall not exceed the fair market value at the time of incident.



J. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services pursuant to this Agreement. In the event one of Contractor's assigned personnel receives a needle stick while performing services hereunder, such person's medical care shall be at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and Prevention guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

K. Contractor shall maintain and update not less than annually a skills inventory for each professional and para-professional providing services pursuant to this Agreement.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and

Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other

evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance or to provide evidence of

insurance coverage acceptable to County shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which Occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage any time.

14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: (written on ISO policy form CG 00 01 or its equivalent) with limits of not less

than the following:

General Aggregate: \$2 Million

Products/Completed Operations \$2 Million

Aggregate:

Personal and Advertising Injury:\$1 Million

Each Occurrence: \$1 Million

Such general liability insurance shall not include any professional liability exclusionary provisions or endorsements. Alternatively, professional liability coverage may be provided through purchase of a separate policy.

B. Automobile Liability Insurance (written on ISO policy form CA 00 02 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability: Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

15. CONTRACTOR'S OFFICES: Contractor's business offices are located at 5960 Heisley Road, Mentor, Ohio 44060. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

17. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be



in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Health Services  
Personal Health Services  
313 North Figueroa Street  
Los Angeles, CA 90012  
  
Attn: Assistant Director
2. Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor - East  
Los Angeles, CA 90012  
  
Attn: Division Chief

B. Notices to Contractor shall be addressed as follows:

STERIS Corporation  
5960 Heisley Road  
Mentor, Ohio 44060  
Attn: General Counsel

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

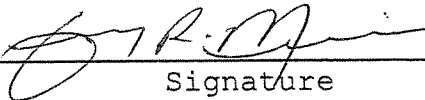
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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief  
Medical Officer

\_\_\_\_\_  
STERILTEK, INC.  
Contractor

By   
Signature  
Greg R. Meunier  
Printed Name

Title VICE PRESIDENT  
(Affix Corporate Seal)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

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## ADDITIONAL PROVISIONS

### TRAINING AND CONSULTING SERVICES AGREEMENT

#### 1. ADMINISTRATION AND MONITORING:

A. County's Director of Health Services or his authorized designee (collectively hereafter "Director"), is authorized to administer this Agreement on behalf of County.

B. Contractor extends to Director, to authorized representatives of the State and the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), upon demand to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

#### 2. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

A. The Contractor shall maintain accurate and

complete financial records of its activities and operations relating to this Contract in accordance to generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the Board of Supervisors approved County rates for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. Contractor shall pay the rates approved by the Board of

Supervisors in effect at the time of any required travel.

1) In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2) Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 2, subparagraph 2, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its



officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental disability, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex,

age or physical or mental disability.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental disability, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age or physical or mental disability, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental disability, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal

Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages. The liquidated damages payable pursuant to this Subparagraph are meant to compensate County for the costs of investigating violations of the anti-discrimination provisions of this Paragraph. The parties agree that the basis for assessing liquidated damages for purposes of this Subparagraph shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use her/his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

6. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in

the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at County health care facilities and, if requested to do so by Director, shall

also provide services at County-operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person, while on County premises, may harm County patients.

10. LICENSES. PERMITS. REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services hereunder. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services,

Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including all its independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

11. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees and agents, including all its independent contractors, providing services hereunder in writing of the provision of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing administration or evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of



such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and a complete description of all relevant circumstances.

13. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether

insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: Either party may, upon fourteen (14) days prior written notice of default to the other party, terminate this Agreement immediately, if such default is not cured within said fourteen (14) day period if the other party is in breach of any obligation under this Agreement.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of the parties provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in

whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

17. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees or agents of such Federal, State or local laws, ordinances, rules, regulations or directives.

18. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor

have been fulfilled to provide such actual authority.

19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees, or by independent contractors on behalf of Contractor, for which County may be found jointly or solely liable.

20. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that the personnel referred to County Facilities by Contractor hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all such personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless

County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

21. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

22. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

23. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all

matters covered and shall constitute the total Agreement. No addition to or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

24. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

26. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or



former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

27. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that any place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

28. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with

all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally

funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor

shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of

Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the

debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where

(1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.



34. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY

AND ACCOUNTABILITY ACT HIPAA OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

35. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay

the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor

shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit C, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

36. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately \ notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

37. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

38. SUBCONTRACTING: Although it is the intent of the

parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any Amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime

contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontract and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Agreement, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to

constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

40. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of



Children and Family Services will supply the Contractor with the poster to be used.

41. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

42. WAIVER: No waiver of any breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

43. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

44. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities), may be able to assist Contractors in obtaining affordable liability insurance.

The County's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

45. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

46. ALTERATION OF TERMS: The body of this Agreement, together with the Exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

## EXHIBIT A

### DESCRIPTION OF SERVICES

#### Central Sterile Manager

1. DEFINITION: Services of a Central Sterile Manager are professional services that are provided to County Facilities by as-needed training and consulting staff to assist the Facilities in directing the operation of a large and complex central sterilization unit performing supply, processing, sterilization and distribution of medical and patient care supplies and equipment.

2. CENTRAL STERILE MANAGER: Contractor shall ensure that all personnel providing services under this Agreement provide such services in accordance with, but not limited to County requirements as follows.

In addition to any other requirements specified in law and/or regulation, Central Sterile Manager personnel shall have a minimum of three years experience in the position of Central Sterile Manager and will assist with the training and orientation of the County employed Central Sterile Manager.

Central Sterile Manager shall manage day-to-day, on-site activities of central sterilization services including:

- A. Perform sterile processing department supervisory tasks and duties in a proactive manner that promote strong mentoring and team building.
- B. Perform payroll duties for central sterilization employees recognizing that the Director of Clinical Support Services, will have signing authority for this activity.
- C. Develop and maintain the central sterilization staff's work schedule and assignments to meet the reprocessing objectives of the hospital; roles, responsibilities and expectations will be reinforced in accordance with this schedule.
- D. Utilize County protocols and document staff disciplinary issues and make recommendations to the Director of Clinical Support Services on corrective actions necessary.
- E. Utilize County protocols to approve, order and stock department with consumables

and supplies to be used in the reprocessing and resterilization functions.

F. Prepare and run the initial daily Biological Indicator and other initial daily tests for steam and STERIS units as well as review, report and document test results and report any equipment malfunction to Director of Clinical Support Services. However, Director of Clinical Support Services shall be solely responsible to take any corrective action that is required.

G. Provide a training plan for all central sterilization employees. This plan will include an assessment of individual staff competencies and recommendations for each employee.

H. Provide new hire orientation during term of this Agreement. County will be responsible for any customized content that it requires as a part of orientation programs.

I. Develop central sterilization quality measures and key performance indicators for use in quality performance meetings.

J. Advise ancillary departments in sterilization policies and procedures and assist in maintaining a consistent standard of care.

K. Perform daily quality rounds in operating room and collaborate with service line coordinators on daily priorities and issues.

L. Review daily flash logs for completion and accuracy. Flash performance will be reported as part of regularly scheduled meetings.

In addition, all personnel must also carry a Contractor issued identification badge (with Contractor's business name and Contractor's employee's name and photograph, which is easily visible) and a current original California State License, registration, or certificate, if applicable, at all times while providing services herein.

Furthermore, all personnel providing services at acute care County Facilities herein shall have a minimum of one (1) year experience in an acute care facility within thirty-six (36) months of hiring and/or referral to County Facilities. At County's sole option and only with Director's written approval, County may accept Contractor referred personnel with less than one (1) year acute care facility experience. Such written approval shall be in the form of a letter to Contractor from Director listing the

name(s) of the person(s) referred by Contractor and shall clearly state the name of County Facility and Director's acceptance of said person(s) for provision of services at such facility.

3. SERVICES TO BE PROVIDED: During the term of this Agreement, Contractor shall provide the County Facilities with Central Sterile Manager services and personnel as described herein.

A. Contractor agrees to have sufficient personnel available in the categories of Central Sterile Manager for as-needed assignment to County Facility(ies) on a forty (40) hours per week basis upon such days and times as mutually agreed by the parties.

All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit "A" and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit "B".

B. If for any reason, assigned Contractor personnel are unable to report to County Facility(ies) as agreed to at the time of County Facility's request above, then Contractor must notify the County Facility(ies) immediately and shall make arrangements to provide County Facility(ies) with necessary replacement personnel within a reasonable time of Contractor's notification to County Facility(ies).

C. Central Sterile Manager personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as required by the County Facility's Administration.

4. CONTRACTOR'S RESPONSIBILITIES: In addition to the Central Sterile Manager services described above, and during the term of this Agreement, Contractor's responsibilities shall include, but not be limited to, the following duties:

A. Providing to County, prior to the execution of this Agreement, evidence that it has, for a minimum of three (3) years, been in business as a provider of the training and consulting services described in this Agreement. Contractor shall provide the Department of Health Services ("DHS"), Contracts and Grants Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers,

B. Maintaining a local or corporate office in Southern California for use by Contractor to manage Contractor's Central Sterile Manager services and to keep documentation that shall include, but not be limited to: personnel records, appropriate licenses for Contractor and Contractor's personnel, CPR certification, policies and procedures, and other certificates required by Federal, State, County, and local laws, for each of Contractor's personnel providing services under this Agreement.

C. Validating the qualifications of each of Contractor's personnel providing services herein.

D. Maintaining written certification that all personnel to be assigned to provide services at County Facilities are free of infectious disease(s), have been tested and/or vaccinated as required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and Section 70723, Title 22, California Code of Regulations, in accordance with Paragraph 6, Personnel Medical Screening, hereinbelow, and are physically able to perform the duties described herein.

E. Screening all Contractor personnel prior to referring such personnel to a County Facility to assure that such personnel meets the professional qualifications and experience requirements as required by such facility and as described herein.

F. Evaluating the performance and skills of each of Contractor's personnel providing services hereunder as needed, but not less than on an annual basis in accordance with County Facility's Quality Assurance Plan.

G. Arranging at no cost to County all travel arrangements to and from Los Angeles, California, and providing and/or arranging housing as may be required for any non-local personnel to be used under this Agreement.

H. Providing each of Contractor's personnel providing services under this Agreement with written instructions on the policies and procedures to be followed while at assigned County Facilities, including, but not limited to, industrial accidents.

I. Providing County Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each individual.

J. Ensuring that all personnel providing services herein carry their original California State License, registration or certificate at all times, in accordance with Paragraph 2, CENTRAL STERILE MANAGER, hereinabove, if applicable.

K. Maintain documentation that Contractor has verified the current status of all licenses and/or certifications for verification by County Facility.

5. RECRUITMENT/QUALIFICATION: During the term of this Agreement, Contractor shall adhere to the following recruitment and/or qualification policies:

A. Complying with and ensuring that all personnel providing services herein comply with all JCAHO Standards and requirements established for each discipline with respect to licensure, certification, registration, continuing education, and in-service education.

B. Verifying, prior to referring its personnel to a County Facility, that all such persons have a current California license, and any other licenses and/or certifications required by law, if applicable, to provide services under this Agreement and for the purposes of inspection and audit shall be made available to County upon request.

C. Assuring that any out-of-state personnel recruited to provide services herein meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. County Facilities will not accept the services of Contractor's training and consulting personnel with non-immigrant H-1A visa status.

D. Ensuring that its officers, employees, or agents, recruit, attempt to recruit, or cause to be recruited, any County employed Central Sterile Manager or related Sterilization Management or Sterilization Services position for Contractor's use.

E. Prohibiting the use of any current County employed Central Sterile Manager (full-time or part-time) by its officers, employees, or agents, for the provision of services herein.

Further, Contractor shall not utilize any former County employed Central Sterile Manager or related Sterilization Management or Sterilization Services position (whether full-time or part-time) for the provision of services herein, unless such former County employed Central Sterile Manager has terminated her/his County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County employed Central Sterile Manager or related Sterilization Management or Sterilization Services position because of County budget reductions.

6. MEDICAL SCREENING: Contractor personnel providing services herein shall be examined by a physician licensed to practice within the United States on an annual or biannual basis, as required by the JCAHO and Section 70723, Title 22, California Code of Regulations. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice within the United States. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7. STAFF DEVELOPMENT TRAINING/ORIENTATION: During the term of this Agreement, Contractor personnel providing services herein shall have participated in staff development training programs and shall attend orientation as described below:

A. Annual Staff Development:

- (a) Blood-borne pathogens precautions.
- (b) Infection control.
- (c) Patient safety (fire, electrical, disaster).
- (d) Employee right-to-know.
- (e) Toxic substances.



- (f) Patient's rights.
- (g) Child/elder abuse.
- (h) Age specific care.

Documentation that Contractor personnel attended such annual staff development training programs shall be retained by Contractor and shall be made available to County upon request. Contractor personnel not having completed any of the above staff development training programs may attend such programs at a County Facility, if such programs are offered by the County Facility. In such event, the time Contractor's personnel spend attending such required staff development training programs shall not be billed to County by Contractor.

B. Fire Card: Upon County's request, in addition to the annual staff development training for patient fire safety, Contractor personnel may be required to provide a copy of current valid Fire Card for County Facility review. Contractor personnel not having attended or completed such training may obtain the Fire Card through their respective County or City Fire Departments as required for such review above. In such event, the time and cost Contractor's personnel spend attending such required fire safety program to obtain a Fire Card shall not be billed to County by Contractor.

C. Orientation: Upon County's request, Contractor personnel providing services under this Agreement may be required to attend and participate in an in-house orientation by any County Facility. Such orientation shall not exceed eight (8) hours in duration and shall be at Contractor's expense and shall not be billed to County.

#### 8. POLICIES AND PROCEDURES FOR CONTRACTOR AND COUNTY

A. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient

has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

B. Prohibition Against County Recruitment and Hiring of Contractor's Personnel: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that County Facilities cannot restrict access by Contractor referred personnel to such information.

In the event personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

C. Industrial Accidents: Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services at a County Facility. In any event, if any one of Contractor's personnel experiences an industrial accident, while performing services under this Agreement, such person may seek medical care at the County Facility such personnel is assigned to, or appropriate County Facility capable of treating such an accident at Contractor's expense. Follow-up for Contractor personnel exposed to Human Immunodeficiency Virus ("HIV") positive patients (e.g. needle sticks) must be in accordance with Federal Centers for Disease Control and Prevention guidelines and is the responsibility of Contractor and the individual and not that of County.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures which shall be reviewed with each of Contractor's personnel as needed, but not less than on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made

available to County upon request for purposes of inspection and audit.

9. GENERAL CONDITIONS: During the term of this Agreement, Contractor shall adhere to the following conditions for the provision of services herein:

A. Contractor shall provide each of its assigned personnel with a photo identification badge, with Contractor's name and the individual's name easily visible.

B. While at County Facility, Contractor's personnel shall report to County Facility's Administrator or his/her authorized designee for specific job assignment and/or other related questions.

C. Upon reporting for and leaving work, Contractor's personnel shall sign in and out on Contractor provided daily time sheets. County may request Contractor to use County provided daily time sheets or timecards. A copy of the completed daily time sheets or timecards shall be mailed or faxed by appropriate County Facility Administrator to Contractor weekly.

D. Prior to providing services, Contractor's personnel assigned to County Facilities must read and sign a statement provided by County Facility's Administration that he/she has read the DHS's Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols. Such signed statement shall be maintained by Contractor and made available to County Facility upon request.

E. County Facility may refuse utilization of any of Contractor personnel who do not have all appropriate certificates, licenses, and registrations, as required by federal, State, County, and local law, under this Agreement for the provision of services herein, and may refuse utilization of any Contractor personnel who do not carry their current valid original State license, registration, or certificate, and other documentation as required herein.

F. Contractor personnel who agree to perform services at County Facility, understand that while case requirements may be more difficult, Contractor's personnel workload shall not be in excess of any workload performed by a County employed Central Sterile Manager.

G. Contractor shall make a reasonable effort to provide the services performed by a

specific individual when requested to do so by County Facility.

H. County Facility may refuse any individual whom County Facility(ies) has (have) previously requested to be removed from the provision of services.

I. Contractor shall immediately remove any of its personnel from County Facility premises upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services. In such cases, Contractor shall bill County Facility for the actual hours, or portion thereof, worked by said individual prior to his/her removal.

J. If County determines that Contractor continuously is unable to provide County Facility(ies) with the requested services requested by County, or if Contractor's personnel repeatedly do not report to County Facility as requested (i.e., date/start time and shift period), County may, at its discretion, suspend this Agreement in accordance with the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of suspension shall not constitute waiver of such right and the same may be exercised at any subsequent time.

K. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local laws for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractor's unlicensed or non-certified personnel's provision of services herein.

L. The assignment of any Contractor personnel to a County Facility hereunder shall not extend beyond the expiration date of this Agreement.

10. MATERIAL BREACH AND TERMINATION:

A. Failure to comply with the provisions in this Exhibit A, shall constitute a material breach of this Agreement upon which County may terminate this Agreement in accordance with

the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

B. If County determines that Contractor, or Contractor's personnel, has in any form or manner provided falsified or misleading information regarding qualifications, certifications and/or licenses as required by federal, State, County, local law and under this Agreement, County may terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

## EXHIBIT B

### BILLING AND PAYMENT Central Sterile Manager

1. BILLING AND PAYMENT: Contractor shall bill County monthly in arrears, in accordance with the terms, conditions, and rates set forth herein. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name and discipline (Central Sterile Manager) of the person who provided services, date(s) and hours worked, and any other charges or credits, as set forth in this Agreement.

Billings shall be prepared and forwarded to the appropriate County Facility by Contractor, to the attention of the Expenditure Management Division promptly at the end of each month. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

For purposes of this Agreement, the definitions and payment provisions described herein shall apply.

2. MONTHLY RATES: County will reimburse Contractor for Central Sterile Manager services provided onsite, forty (40) hours per week under this Agreement at an amount not to exceed \$27,166 per month and not to exceed a total maximum obligation of \$271,660. Upon mutual agreement between Contractor and County, the rates may be less than but shall not exceed the rates above written.

3. GENERAL CONDITIONS: During the term of this Agreement, the following general conditions shall apply:

A. The rates set forth in this Exhibit shall be the sole consideration paid by County to Contractor herein, Payment to Contractor shall be only for the actual hours worked by Central Sterile Manager personnel. Contractor shall pay the wages of all Contractor's personnel who provide services hereunder, and shall be responsible for federal and State withholding taxes, Social Security taxes, and Unemployment Insurance and Disability Insurance payments, and any

additional expenses if applicable.

B. If Contractor refers an individual to County Facility who lacks the appropriate licenses and/or certificates required by federal, State, County, and local law for the provision of services herein and County inadvertently utilizes the services of such person, County shall not be required to pay for the time worked by that individual. Furthermore, Contractor shall be solely responsible for any claims for damages that may arise from Contractors unlicensed or non-certified personnel's provision of services herein.

EXHIBIT C

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:



# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***